



673531 TRUST DEED

26251904

COOK COUNTY, ILLINOIS FILED

1982 JUN 7 AM 2:51

RECORDED OF DEEDS

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THIS INSTRUMENT, made June 2, 1982, between VICTOR KWIATKOWSKI and LAURA KWIATKOWSKI, his wife, as Joint Tenants

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of FIFTY THOUSAND and 00/100 (\$50,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 4, 1982 on the balance of principal remaining from time to time unpaid at the rate of TWELVE per cent per annum in instalments (including principal and interest) as follows:

Five Hundred Fifty and 55/100 (\$550.55) Dollars or more on the 1st day of July 1982, and Five Hundred Fifty and 55/100 (\$550.55) Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 31st day of May, 1987. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of THIRTEEN per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Cook County Illinois as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Daniel Kreda, c/o Drive O'Kar Corp., 742 West Higgins Road, Park Ridge, Illinois 60068.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 4, 5, 6 and 7 in Block 1 in McAuley and Elliott's Subdivision, being a Subdivision of the North 1/2 of the North East 1/4 of the North East 1/4 of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

THIS IS A PURCHASE MONEY TRUST DEED.

THIS INSTRUMENT PREPARED BY:

ARNOLD M. SCHWARTZ, ESQ. 180 North LaSalle Street Chicago, Illinois 60601

12.00

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador buds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hands and seal of Mortgagors the day and year first above written.

Victor Kwiatkowski | SEAL; Laura Kwiatkowski | SEAL; VICTOR KWIATKOWSKI | SEAL; LAURA KWIATKOWSKI | SEAL

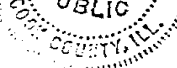
STATE OF ILLINOIS,

I, ARNOLD M. SCHWARTZ

SS. a Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Victor Kwiatkowski and Laura Kwiatkowski, his wife

who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of June 1982



Notarial Seal

Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note with interest Included in Payment. R. 11/75

BOX 533

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or principal and interest on the note, or purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to bring the same to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenses and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors. Upon application for such receiver and without regard to the status of the premises or whether the same shall be sold or occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions in regard thereto, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require affidavits satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

\*\*SEE RIDER ATTACHED FOR ADDITIONAL TERMS AND CONDITIONS\*\*

**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 673534  
CHICAGO TITLE AND TRUST COMPANY,  
Trustee,  
By [Signature]  
Assistant Secretary/Assistant Vice President

MAIL TO:

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
4943 West Fullerton Ave.

LACE IN RECORDER'S OFFICE BOX NUMBER 372

Chicago, Illinois 60639

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# UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE PART OF A CERTAIN TRUST DEED  
DATED JUNE 2, 1982 BETWEEN VICTOR KWIATKOWSKI AND  
LAURA KWIATKOWSKI, HIS WIFE, AS JOINT TENANTS  
(HEREIN REFERRED TO AS "MORTGAGORS"), AND  
CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION  
DOING BUSINESS IN CHICAGO, ILLINOIS  
(HEREIN REFERRED TO AS "TRUSTEE")

Notwithstanding the terms and conditions of the Trust Deed to which this Rider is attached and made a part, it is further agreed by and between the parties hereto as follows:

17. MORTGAGORS shall keep and maintain proper fire and extended coverage insurance with a company or companies that meet with the approval of the holder of said Note, said approval not to be arbitrarily withheld, and in amounts at least equal to the unpaid principal balance of the Note which is secured by this Trust Deed. The holder of the Note shall be named as an additional party insured and in the event of loss, any proceeds shall be applied against the principal amount of the Note.

18. All notices sent hereunder to MORTGAGORS shall be in writing and shall be sent postage prepaid by certified mail to the following party at the following address:

VICTOR and LAURA KWIATKOWSKI  
5200 West Belmont Avenue  
Chicago, Illinois 60641

or to any such other parties or at such other address or addresses as the MORTGAGORS shall designate in writing to the holder or holders of the Note secured hereby.

19. In order to more fully protect the security of this Trust Deed, MORTGAGORS, together with and in addition to the monthly instalment payments required to be paid under the terms of this Note will, on the first day of each month until the Note is fully

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paid, pay to a pledged savings account a sum equal to one-twelfth (1/12) of the estimated real estate tax and special assessments levied or to be levied against the premises and a sum equal to one-twelfth (1/12) of the premiums to be payable on fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the Note). Such pledged savings account shall only have disbursements for real estate taxes and insurance.

All payments of taxes, special assessments, and hazard insurance premiums on the aforesaid monthly basis and all payments to be made under the Note shall be added together, and the aggregate amount thereof shall be paid by the MORTGAGORS each month in a single payment to be allocated by the holder of the Note in the order set forth as follows:

- A. Taxes, special assessments, hazard insurance premiums.
- B. Interest on the Note.
- C. Amortization on the principal of said Note.

Any deficiency in the amount of such aggregate monthly deposit shall constitute an event of default under this Trust Deed. In default thereof, holder of the Note may pay same and any such payment shall be secured hereby and be payable upon demand. In the event of default under this Trust Deed, any funds deposited for the aforesaid purposes may be credited, at option of holder of the Note, to the reduction of the indebtedness hereby secured.

20. The MORTGAGORS state as follows:

A. The Note evidences a purchase money mortgage and the loan is a business loan made solely for the carrying out of the business of the MORTGAGORS;

B. The business loan evidenced by the Note is being made solely for the purpose of enabling the MORTGAGORS to carry on their business. Without said loan they could not acquire the real estate and could not earn the profits that they contemplate earning.

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21. Upon the sale or conveyance of this property, either conveying legal title or any change of beneficial ownership in any land trust, or sale under articles of agreement for deed, the entire balance due under the Trust Deed and Note shall immediately become due and payable.

WITNESS the hands and seals of MORTGAGORS this 4th day of June, 1982.

Victor Kwiatrowski  
VICTOR KWIATROWSKI

Laura Kwiatrowski  
LAURA KWIATROWSKI

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END OF RECORDED DOCUMENT